



**CONTRACT NO: SHS11-002-ELECTDOSIM**

**ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID" for Personal Electronic Dosimeters. The invitation consists of the following documents:

**INVITATION TO BID-CONTRACT NO.: SHS11-002-ELECTDOSIM**

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
  - A - NO BID REPLY FORM
  - B - BID BOND
  - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
  - D - QUOTATION SUMMARY
  - E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

**In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number.**

**Bids shall be submitted to:**

**Department of Safety and Homeland Security  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, Delaware 19977  
Attn: Fiscal Administrative Officer**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call Eddie Walton (302) 659-2254.

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Personal Electronic Dosimeters

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Department of Safety and Homeland Security, Delaware Emergency Management Agency requirements, for Personal Electronic Dosimeters, and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for three (3) years from the award date. Each contract may be renewed for two (2) one (1) year extension periods through negotiation between the contractor and the Department of Safety and Homeland Security, Delaware Emergency Management Agency. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **KEY ITB DATES/MILESTONES:**

The following dates and milestones apply to this ITB and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

ACTIVITY	DUE DATE
ITB Availability to Vendors	August 9, 2011
Written Questions Due No Later Than (NLT)	3:00PM (EDT) August 16, 2011
Written Answers Due/Posted to Website (NLT)	4:00PM (EDT) August 23, 2011
Bids Due NLT	1:00PM (EDT) September 6, 2011
Public Bid Opening	1:00PM (EDT) September 6, 2011
Contract Award	October 6, 2011

5. **INQUIRIES & QUESTIONS:**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in preparing your response to this Invitation to Bid.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this ITB must be received in writing no later than 3:00PM (EDT) August 16, 2011. All questions will be answered in writing by 4:00PM (EDT), August 23, 2011, and posted on the [www.bids.delaware.gov](http://www.bids.delaware.gov) website. All questions must make specific reference to the section(s) and page numbers from the ITB where applicable. Oral explanations or instructions will not be binding.

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6. **PRICES:**

Prices shall remain firm for the term of the contract.

7. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for an optional year, The Department of Safety and Homeland Security, Delaware Emergency Management Agency, shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

8. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

9. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

10. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

11. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

12. **BID BOND REQUIREMENT:**

A. Each bidder shall furnish a bond to the State of Delaware for the benefit of the Department of Safety and Homeland Security, Delaware Emergency Management Agency in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to the Department of Safety and Homeland Security, Delaware Emergency Management Agency, in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

B. The Bid Bond is **waived**.

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13. **PERFORMANCE BOND REQUIREMENT:**

- A. Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Department of Safety and Homeland Security, Delaware Emergency Management Agency, with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the Department of Safety and Homeland Security, Delaware Emergency Management Agency bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in the Department of Safety and Homeland Security, Delaware Emergency Management Agency Bond Form.
- B. The Performance Bond is **waived**.

14. **NUMBER OF COPIES WITH MAILING OF BIDS:**

To be considered, all bids must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming bids. Two (2) copies of the bid must be submitted. One (1) copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The other copy does not require original signatures.

15. **MANDATORY INSURANCE REQUIREMENTS:**

- A. Certificate of Insurance and/or copies of insurance policies for the following:
1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverage's depending on the type of service or product being delivered.
    - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
    - and
    - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
    - or
    - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
    - or
    - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

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- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
2. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, James Turner  
Contract No.: SHS11-002-ELECTDOSIM  
State of Delaware  
Department of Safety and Homeland Security  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, Delaware 19977**

**Note: The State of Delaware shall not be named as an additional insured.**

B. The Certificate of Insurance is **not waived**.

16. **BASIS OF AWARD:**

The Department of Safety and Homeland Security, Delaware Emergency Management Agency, shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Department of Safety and Homeland Security, Delaware Emergency Management Agency, reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

17. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish the Department of Safety and Homeland Security, Delaware Emergency Management Agency, with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

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18. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

19. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

20. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

21. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

22. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Department of Safety and Homeland Security, Delaware Emergency Management Agency, shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Department of Safety and Homeland Security, Delaware Emergency Management Agency, must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

23. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

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24. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.

25. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

26. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

27. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid unless specific approval is given by the Department of Safety and Homeland Security, "Delaware Emergency Management Agency to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

28. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Department of Safety and Homeland Security, Delaware Emergency Management Agency. The Awarded vendor(s) shall submit their **W-9** with the executed contract form

29. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the bid.

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30. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

31. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

32. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

33. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

34. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.



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35. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2, 2009. Failure to provide this information could render the bid as non-responsive.

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**TECHNICAL SPECIFICATIONS**

The Department of Safety and Homeland Security, Delaware Emergency Management Agency, has a requirement for Electronic Personal Dosimeters. Please refer to the Bid Quotation Page of this Invitation to Bid for estimated quantities. The units must provide the following capabilities:

1. Physical Characteristics:

- a. Light weight
- b. Waterproof in accordance with IP-54 standards
- c. Solid construction-Must meet ANSI N13.27 drop test requirements
- d. LCD readout display
- e. Battery operated

2. Performance Characteristics:

- a. Dose Range: 0  $\mu$ R to 999 R minimum
- b. Dose Resolution: < 2  $\mu$ R minimum
- c. Dose Rate Range:  $\pm 15\%$  or  $\pm 20$   $\mu$ R/hr from background to 500 R/hr minimum.
- d. No fold-over up to 10,000 R/hr minimum
- e. Energy Response: Tissue equivalent to within  $\pm 25\%$  from 55 KeV to 6 MeV (-70% response at 40 KeV) minimum.

3. Provide the following minimum alarm capabilities:

- a. Dose: 10  $\mu$ R - 999 R
- b. Dose Warning: 10  $\mu$ R - 999 R
- c. Dose Rate: 40  $\mu$ R/hr - 999 R/hr
- d. Stay Time: 6 sec to 109 hrs
- e. Stay Time Warning: Settings from 6 sec to 109 hrs
- f. Dose alarm flashes "DOSE"
- g. Dose rate alarm flashes "RATE"
- h. Stay-Time shows "m" for minutes
- i. Low battery voltage indicated by battery icon with at least 24 hours of remaining life.
- j. Chirp- One- beep per preset dose increment. Dose-increment setting range: 2  $\mu$ R to 50 mR.
- k. Audio • Speaker sound level >75 dBA at 30 cm
- l. Annunciator: • Dose/Warning Alarms
- m. Rate Alarm - Continuous beeping while above rate alarm level.
- n. Stay Time/Warning Alarm
- o. Visual LCD with three-digit floating point readout – units of  $\mu$ R, mR, or R auto-ranging.
- p. Low battery indicator
- q. Dose History- 223 points minimum
- r. Interval Range: 0 to 109 hrs in 6 second increments minimum
- s. Built-In Self-Test- abnormal operation indicated by LCD message and audio alarm.
- t. Operating temperature range: -18°F to 110°F (-28°C to +60°C)
- u. Humidity- up to 95% R.H. minimum.
- v. User-Configurable • Dose Rate Display Options:

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**TECHNICAL SPECIFICATIONS-Continued)**

4. Each personal dosimeter shall be delivered with the following preset readings and up-to-date calibrations:
- a. Dose Alarm: Set at 1.00 R
  - b. Dose Warning Alarm: Set at 1.00 R
  - c. Dose rate Alarm: Set to 1.25/hour
  - d. Dose History Interval: 15m
  - e. Chirp Increments: Set to 9 to disable
  - f. Stay-time Alarm: Disabled
  - g. Enable/Disable Rate Display Mode: Disable
  - h. Minimum Units: mR

BID QUOTATION REPLY SECTION  
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Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract title and number to the Department of Safety and Homeland Security, Delaware Emergency Management Agency by 1:00PM (EDT), September 6, 2011, at which time bids will be opened.

Bids shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Bids may be hand delivered, sent via UPS/FEDEX, or U.S. Mail. (U.S. Mail not recommended), to the agency at the address listed below. Bids forwarded by U.S. Mail shall be sent first class.

**Department of Safety and Homeland Security  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, Delaware 19977  
Attn: Fiscal Administrative Officer**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING**

BID QUOTATION REPLY SECTION  
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 Personal Electronic Dosimeters

**BID QUOTATION**

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Personal Electronic Dosimeter-PD-3i-s, or approved equal.	120	\$ _____	\$ _____
Preset reading and up- to-date calibration cost:	120	\$ _____	\$ _____
<b>TOTAL COST</b>			<b>\$ _____</b>
Standard OEM Warranty	Months/Years: _____		

**DELIVERY**

TOTAL BID VALUE \$ \_\_\_\_\_

Ship Stock \_\_\_\_\_ days ARO

COMPANY

Ship Non-Stock \_\_\_\_\_ days ARO

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

NO BID REPLY FORM

**CONTRACT NO.:** SHS11-002-ELECTDOSIM  
**TITLE:** Personal Electronic Dosimeters  
**OPENING DATE:** September 6, 2011

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the Department of Safety and Homeland Security, Delaware Emergency Management Agency.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, the Department of Safety and Homeland Security, Delaware Emergency Management Agency.

COMPANY NAME \_\_\_\_\_ Check one)  

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women</u>	Yes      No	<u>Minority</u>	Yes      No	<u>Disadvantaged</u>	Yes      No
	<u>Business</u>		<u>Business</u>		<u>Business</u>	
	<u>Enterprise</u>		<u>Enterprise</u>		<u>Enterprise</u>	
	(WBE)		(MBE)		(DBE)	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

**The Department of Safety and homeland Security  
Delaware Emergency Management Agency**

**DEFINITIONS  
AND  
GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.



## **DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**BID INVITATION**: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**BIDDER OR VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL**: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF BIDS:**

- a. Bids shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.
- c. Two copies of the bid shall be submitted in a sealed envelope clearly marked with the name of the offeror and labeled **Contract, SHS11-002-ELECTDOSIM, Personal Electronic Dosimeters**. One (1) copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The other copy need not contain original signatures

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Bids shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Bids may be hand delivered, sent via UPS/FEDEX, or U.S. Mail. (U.S. Mail not recommended), to the Division at the address listed below. Bids forwarded by U.S. Mail shall be sent first class.

**Department of Safety and Homeland Security  
Delaware Emergency Management Agency  
165 Brick Store Landing Road  
Smyrna, Delaware 19977  
Attn: Fiscal Administrative Officer**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, inter-lineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.
- g. Failure to return the NON-COLLUSION STATEMENT provided near the end of this package with the bid or proposal. The bid or proposal marked "Master" or "Original" must have handwritten signatures. Signature stamps or photocopies of this form are not acceptable for the master proposal. Photocopies of the form may be used in any additional copies of the bid or proposal.

## **SECTION B - AWARD AND EXECUTION OF CONTRACT**

### **1. CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

### **2. MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

### **3. AWARD OF CONTRACT:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

### **4. EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

### **5. REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Safety and Homeland Security, Delaware Emergency Management Agency acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Department of Safety and Homeland Security, Delaware Emergency Management Agency of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

## **SECTION C - GENERAL**

### **1. AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

### **2. LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

### **3. PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

### **4. PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

### **5. EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BASIS OF AWARD:**

The Department of Safety and Homeland Security, Delaware Emergency Management Agency, will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Safety and Homeland Security, Delaware Emergency Management Agency in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.



## **SECTION D - EQUAL OPPORTUNITY**

### **1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.



## **State of Delaware**

### **Office of Minority and Women Business Enterprise Certification Application**

<http://gss.omb.delaware.gov/omwbe/certify.shtml>



#### **Complete application and mail to:**

Office of Minority and Women Business Enterprise (OMWBE)

Haslet Armory

122 William Penn Street

Dover, DE 19901

Telephone: (302)739-4206 Fax: (302)739-1965

Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)

Website: [www.state.de.us/omwbe](http://www.state.de.us/omwbe) Web site:

<http://gss.omb.delaware.gov/omwbe/index.shtml>

